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ABSTRACT

This document presents a review of what higher education agreements say about dues checkoff and union security. This study involved review of contracts negotiated by affiliates of the three national organizations, the American Association of University Professors (AAUP), the American Federation of Teachers (AFT), and the National Education Association (NEA); affiliates of the merged AFT/NEA organization in New York State; and various independent bargaining agents. Emphasis is placed on union shop, legal restrictions, 2-year college workload study, hours of work, varying hour weight, preparations, interpretations difficulty, office size, and class size. An extensive bibliography concerning aspects of collective bargaining in higher education is included. The bibliography is divided to cover administration, academic freedom, affirmative action, agents, arbitration awards, arbitration fact-finding awards, Carnegie Commission reports, collective bargaining, collegiality, contracts, contents of contracts, court cases, City University of New York Open Admissions Program, faculty responsibilities and rights, governance, grants, grievance procedures, legislation, maternity leave, mergers, negotiations, neutrals, National Labor Relations Board Decisions, pension plans, performance evaluation, public sector labor relations, retirement, retrenchment, salaries, strike rights, strikes, student movement, student protests, student rights, students, tenure, trustees, women, and workload. (MJM)

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The National Center for the Study of Collective Bargaining in Higher Education

Baruch College
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Dues Check-off and Union Security Study

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As one of a series of continuing studies of specific contract content, the National Center has completed a review of what higher education agreements say about dues check-off and union security.

The study of union security provisions involved review of contracts negotiated by affiliates of the three national organizations, the American Association of University Professors (AAUP), the American Federation of Teachers (AFT), the National Education Association (NEA); affiliates of the merged AFT/NEA organization in New York State; and various independent bargaining agents as shown in the chart below:

BARGAINING AGENT AFFILIATION DATA

Organization	Two-year	Four-Year	Total
AAUP	1	12	13
AFT	26	8	34
AFT/NEA	11	5	16
NEA	52	8	60
NEA/Independent	-	1	1
Independent	15	3	18
Total	105	37	142

Union Shop

Two college contracts, New York Institute of Technology represented by a chapter of the AAUP and Detroit College of Business represented by an NEA/Independent agent, contain union shop clauses. Both are private colleges operating under the rules of the National Labor Relations Board which allow for the negotiation of union security clauses including the union shop. Under the Detroit contract all new members of the full-time faculty must join the faculty organization within thirty days of becoming college employees. The language in the New York contract is broader requiring all faculty to join the agent's organization within thirty days of the ratification of the contract. Despite this language, there is a

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second clause which seems to change the all faculty wording to include only newly hired employees. These two union shop agreements were the strongest forms of union security found in the college contracts. The clauses required dues paying membership as a condition of continued employment and an employee's failure to join would lead to termination of employment even for a tenured faculty member.

Thirty-nine contracts studied were silent about either dues check-off or union security. Of the fifty-three contracts that granted bargaining agents dues check-off, twenty specifically permitted written revocation by a faculty member and thirty-three were silent on that aspect of check-off. Another thirty-two contracts granted check-off but limited written revocations to once a semester or once a year, a limited form of maintenance of membership. Five contracts allowed maintenance of membership provisions, that is, the employee was not forced to join the bargaining agent's organization but once the employee did join the membership had to coincide with the length of the contract. Eleven contracts granted an agency shop clause where faculty members had to either join the organization or pay a service fee that was equal to the membership dues of the bargaining agent's organization. As with the union shop provisions, failure to join or pay the service fee would lead to termination for an employee even if the employee was tenured and otherwise a satisfactory employee.

Legal Restrictions

Specific statutory limitations such as the Taylor Law in New York State which allows employees to join or to refrain from joining employee organizations have been ruled to outlaw any union security provisions. As state laws are amended to provide for forms of union security, usually an agency shop as contrasted with the union shop possible under the National Labor Relations Act, one can expect the pressure on college managements to grant such union protection to increase.

UNION SECURITY CLAUSE DATA

Type of clause	Type of college, location, agent
Union Shop	1 four-year, Michigan, NEA/Independent
	1 four-year, New York, AAUP
Agency Shop	2 four-year, Rhode Island, AFT
	1 four-year, Rhode Island, AAUP
	5 two-year, Michigan, NEA
	2 two-year, Michigan, AFT
	1 two-year, Wisconsin, AFT
Maintenance of Membership	1 four-year, Pennsylvania, NEA[1]
	3 two-year, Pennsylvania, NEA
	1 two-year, Pennsylvania, AFT

[1]Multi-campus contract

Thirty-seven four-year and 105 two-year contracts were reviewed. Seventeen states are represented in the study:

GEOGRAPHICAL DISTRIBUTION DATA

State	Two-year	Four-year	Total
New York	22	10[1]	32
Michigan	22	5	27
Illinois	14[2]	-	14
New Jersey	8	5	13
Pennsylvania	8	3	11
Washington	11	-	11
Wisconsin	9	2	11
Kansas	5	-	5
Massachusetts	2	3	5
Rhode Island	1	4	5
Ohio	-	2	2
Maine	1[3]	-	1
Minnesota	1[3]	-	1
Colorado	-	1	1
Delaware	-	1	1
Maryland	1	-	1
Nebraska	-	1	1
Total	105	37	142

1. includes two contracts covering both two-year and four-year campuses.
2. includes one multi-campus two-year contract.
3. multi-campus two-year contract.

Two-year College Workload Study

Teaching faculty workload provisions as detailed in four-year college contracts were reviewed in the last issue of the Newsletter (Vol. 2, No. 1-Jan./Feb. 1974). As mentioned then, workload provisions are peculiarly governed by objective parameters which include: institutional budgets; students demands in particular areas; types of programs offered; calendar structure; previous practices; and the cost of the wage and fringe settlement.

Two-year college workload provisions vary greatly from contract to contract. The provisions are so diverse as to make tabulation unwieldy, if not impossible.

All of the two-year contracts reviewed had some provision for determing workload. This is in contrast to ten of the four-year contracts that were silent as far as load clauses were concerned. (The contract for the State University of New York, which covers six two-year Agricultural and Technical Institutes, for example, has no workload provision.) Perhaps, the most general workload provision for two-year colleges appears in the current contract at the City University of New York which covers twenty institutions from two-year colleges through a graduate center. The contract states that faculty shall not be required "to teach an excessive number of contract hours, assume an excessive student load, or be assigned an unreasonable schedule" where one of the important criteria in determining what is excessive or unreasonable is the 1971-1972 load.

An hour is an hour ... or is it?

Each of the eighty-five contracts exclusively covering two-year colleges had hours per week, per semester, or per year mentioned in the workload clauses. Contact hours were mentioned in thirty-nine of the provisions. Credit hours were used in twenty-one of the clauses. Both contact and credit hours were mentioned in ten contracts. There were, however, other terms used which included: teaching periods; teaching hours; teaching credit hours; professional units; assignment units; faculty teaching units; points; quarter hours; semester hours; equated semester hours; equalized semester hours; semester hour equivalent; student semester hours; equated hours; class contact hours; clock hours; and hours.

One Wisconsin contract made faculty responsible to the college for an eight-period span daily with a reasonable and equitable load. A Washington contract offered faculty assignments in any two contiguous grids (A 8:00 a.m. - Noon; B Noon to 5:00 p.m.; C 6:00 p.m. to 11:30 p.m.).

Varying Hour Weights

Adding to the difficulty one has in attempting to tabulate the data is the varying weights that contract provisions place on certain kinds of courses or types of activities. Sometimes laboratory hours are discounted at .8 or .75 of a teaching hour, while at the same time, English composition courses are weighed as high as 1.25. in other contracts, sliding scales are established with 15 hours a week in large group instruction; 20 hours in demonstration and discussion sections; 23 hours in laboratories; and 35 hours in special

assignments. Courses that are not offered in the Associate of Arts degree program are often not given equal weight in computing workloads.

An additional difficulty is presented by the use of qualifying language such as: whenever possible, average, usually, normal, and the like. Finally, there is the problem presented by clauses which state that a proper, full load can range between 90% and 110% of the contract provision.

Preparations

Other workload aspects covered by two-year contracts include number of preparations and office hours.

NUMBER OF PREPARATIONS SUMMARY DATA

Number of preparations	five	four[1]	three[2]	two[3]	misc.[4]
Number of contracts	1	4	26	10	6

[1]One contract provided for 7/8 preparations a year.

[2]One contract provided fewer preparations for first year teachers.

[3]One contract provided for the number of preparations necessary to meet the educational objectives of the college with a conference after more than two were scheduled.

[4]Two contracts said preparations should be kept to a minimum. Three contracts said preparations would be arranged within the appropriate departments.

Interpretation Difficulty

Again, the reader is warned that drawing definitive conclusions based on the above chart may be misleading. The actual definition of what is a preparation is not usually given in the contracts but often the words "different" or "separate" are used in the preparation clauses. Two contracts that are specific, however, go in opposite directions. Schoolcraft College has a contract which states that one or more sections of a single course shall constitute one preparation. Montcalm Community College's contract, in contrast, says that each class taught is a single preparation even when taught by the instructor more than once. Without getting into the relative merits of what a preparation is or should be, it is interesting to note that variety exists particularly where the contract language is not perfectly clear.

OFFICE HOURS SUMMARY DATA

Office Hours	Number of hours	10[1]	min. 6	5 hrs.[2]	4 hrs.[3]	3 hrs.	misc.[4]
	Number of contracts	5	4	34	7	4	6

[1]One contract had 10 hours per week additional in committee and advisement work.
One contract had 10 hours at least 1 hour per day.
One contract had a minimum of 10 hours per week.

[2]One contract had five hours on five days.
Two contracts had five hours on four days.
Four contracts had five hours on three days.

[3]One contract had four hours on four days.

[4]Two contracts had one office hour for every three class hours.
Two contracts required only a sufficient or adequate number of hours.
Two contracts required office hours but gave no additional information.

Class Size

Another aspect of workload mentioned in several contracts is class size. Fifty of the eighty-five two-year contracts had some form of class size. Eight contracts had a maximum of twenty-five in English composition courses. Five contracts had a maximum of twenty. One contract provides twenty students in Speech, Foreign Languages and Accounting in addition to the composition courses. Another contract places a seventeen student limit on remedial course work. In the other direction, one contract limited instructors to 150 students per semester and another contract gave 1.5 workload credit when the class size exceeded sixty students.

Fourteen of the fifty contracts that mentioned class size to begin with, limited laboratories and shops to one student for each station available in the teaching facility. Two contracts provided for a range of size in classes (one from twenty-five to thirty-five and the other from five to more than fifty, depending on the type of class). Large group lectures and team teaching situations were mentioned in some contracts but no specific figures on class size were given in those instances.

Here, too, conditional language, i.e., usually, average, ratio, approximately, normally, and/or overall, is present in many clauses making any definite conclusions difficult.

CLASS SIZE NUMERICAL LIMITATION SUMMARY DATA

Class Size Limit	36	35	34	33	32	30	28	26	25[1]	misc.[2]
Number of Contracts	1	4	1	2	3	3	1	1	6	5

[1]One contract had 25 day students and 29 evening students.

[2]One contract had the 1969-1970 maxima as a ceiling.
One contract had a class size that could not exceed the official list.
One contract limited class size to the existing practice.
One contract limited class size to the average attendance for the first four weeks of the semester.
One contract called for reasonable, flexible, and innovative class size.

At least sixteen contracts provided for a class size decision after broad consultation at the college.

CLASS SIZE MULTI-DETERMINATION SUMMARY

Type of Determination	Department decision	Division decision after Department consultation
Number of contracts	5	2
Type of Determination	Dean of Instruction decision after departmental consultation	Dean makes recommendation to President after consultation with Department Chairmen and Faculty Association
Number of contracts	8	1

On the basis of the workload information available at the National Center, it is safe to say that colleges are approaching workload in a general fashion but that local campus conditions and past experiences influence and control what appears in the contracts in the workload clauses.

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"Wisconsin Approves Sick Leave Use for Maternity." 1974-GERR-538: B-16.

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